

**CITY OF FAIRFAX
10455 ARMSTRONG STREET
FAIRFAX, VIRGINIA 22030
REQUEST FOR PROPOSAL**

PROPOSAL NO.: 14004

PROPOSAL DATE: July 31, 2013

FOR: City of Fairfax Comprehensive Zoning Ordinance Rewrite

PROPOSAL DUE DATE: September 10, 2013 at 4:00PM

PLACE OF OPENING: City of Fairfax (City Hall Annex Building)
10455 Armstrong Street
Community Development & Planning Department, Room 207
Fairfax, VA 22030

*****PLEASE NOTE: Only the vendors name that submitted a proposal package will be read aloud since the pricing will be in a separate sealed envelope to be opened after review and shortlist selection of all proposals*****

MAILING ADDRESS: City of Fairfax (City Hall Annex Building)
10455 Armstrong Street
Community Development & Planning Department, Room 207
Fairfax, VA 22030

PURCHASING CONTACT: Katrina J. Cypress, Buyer
TELEPHONE: 703-385-7875
EMAIL: Katrina.Cypress@fairfaxva.gov

PROJECT MANAGER CONTACT: Brooke Hardin, Planning Division Chief
TELEPHONE: 703-385-7821
EMAIL: Brooke.Hardin@fairfaxva.gov

ALTERNATE CONTACT: David Hudson, Community Development & Planning Director
TELEPHONE: 703-385-7930
EMAIL: David.Hudson@fairfaxva.gov

REQUIRED:

Statement of Qualifications

Pricing Form – See Page 18 (to be delivered, in a separate sealed envelope, with the RFP package)

Statement of Disclaimer - See Page 19

W9 taxID form – obtained from City website:

<http://www.fairfaxva.gov/Business/Procurement/procurement.asp>

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS OFFICE AS SOON AS POSSIBLE.

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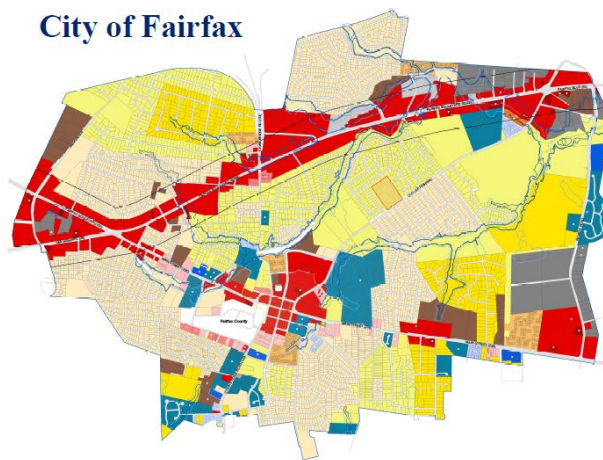
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City of Fairfax, Virginia
RFP # 14004
July 2013



Comprehensive Zoning Ordinance Rewrite



Respond to:

City of Fairfax (City Hall Annex Building)
10455 Armstrong Street
Community Development & Planning, Room 207
Fairfax, Virginia 22030
Attn: Brooke Hardin

Name and Address of Proposing Firm:

FEIN/SSN _____

Representative:

Name _____

Title _____

Signature _____

Date _____

Tel. _____

1.0 Introduction

The City of Fairfax Department of Community Development & Planning (the “City”) is soliciting the professional services of a firm (the “Consultant”) with proven experience evaluating, writing, and implementing zoning ordinances, to prepare a comprehensive rewrite of the City of Fairfax Zoning Ordinance (the “Project”). The selected Consultant will have specific experience with zoning ordinance codification, preparing zoning maps and zoning ordinance illustrations, conducting public participation processes, and developing training materials for planning/zoning staff, the development community, and the public. In addition, the selected Consultant will have demonstrated knowledge of: innovative zoning techniques, best practices in city planning, architecture and urban design, zoning ordinance administration and enforcement, zoning and land use law, and sustainable development models. The Project will include a complete update to the official zoning map.

1.1 Purpose

The purpose of the Project is to rewrite the Zoning Ordinance for the City of Fairfax, including a new zoning map. Fairfax’s goal is to develop a clear and user-friendly Zoning Ordinance that is consistent with City plans and policies. The new Zoning Ordinance would reflect the changing Fairfax environment since the last comprehensive Zoning Ordinance rewrite in 1986 and would address the following objectives:

- Provide a more predictable set of land use regulations for the community, developers, and City officials by increasing the reliance on provisions in the ordinance instead of legislative special approvals;
- Improve the efficiency of the land development process by streamlining administrative review, approval, and permitting for routine matters;
- Integrate with and cross-reference other land use related ordinances and documents and ensure consistency with local, state, and federal laws and regulations;
- Incorporate hybrid or composite zoning provisions to address form and design, where appropriate;
- Update the format and structure to be more user-friendly and intuitive, including the use of illustrations or other graphics to convey standards;
- Eliminate outdated, unclear or contradictory language and the need for frequent and extensive interpretations;
- Include mixed use, commercial, industrial, and residential districts that will help the City to achieve high-quality infill and redevelopment projects; and
- Support sound and responsible economic development, multimodal transportation, and a sustainable built and natural environment.

1.2 Background

Less than twenty miles outside of the nation’s capital, the City of Fairfax is a thriving jurisdiction in the heart of Northern Virginia. The City’s size of 6.3 square miles and approximately 23,500 residents give the community the feel of a small town, while providing all the amenities of living in a large metropolitan area. The City enjoys a vibrant and historic downtown, strong business and residential communities, an exciting variety of arts, cultural and recreational opportunities, and an active relationship with neighboring George Mason University, one of the nation’s

premier universities. The City's quality of life was recognized in Forbes Magazine, which ranked Fairfax as one of the top three best places to live in the United States for a community of its size.

Although the City traces its roots to 1805, the "boom" of residential and commercial growth occurred in the 1950s and 1960s – during those two decades, the City's population grew by over 1,000 percent. Fairfax became an independent City in 1961; since that time the City has been completely autonomous from surrounding Fairfax County.

The rapid post-World War II suburbanization combined with the steady development occurring since that time period have resulted in a city that is almost entirely "built out." With less than 1% of Fairfax's total land area as vacant and no opportunities to annex additional undeveloped property, future development in the City will primarily occur as redevelopment of existing sites, or as infill development. Redevelopment in Fairfax currently relies heavily on negotiated special approvals rather than on standards prescribed in the Zoning Ordinance. Much of the necessity for these special approvals can be attributed to the last comprehensive rewrite of the Zoning Ordinance, conducted in 1986.

The comprehensive rewrite of Fairfax's Zoning Ordinance completed in 1986 reflected the values set forth by the community and the City's Comprehensive Plan at that time. Changes made at that time to the use and feature requirements in the ordinance have promoted higher quality development, especially along the City's commercial corridors. The standards adopted as part of the 1986 rewrite also created an abundance of nonconforming commercial and industrial properties. A proliferation of applications for special approvals has resulted as nonconforming properties with renovation or expansion plans are unable to meet the requirements. The complexity of land use cases has continued to increase over the years as recent development proposals have been contingent on the approval of numerous waivers and/or use permits.

In the nearly three decades since the comprehensive rewrite of the Zoning Ordinance, much has changed regarding land development; however, the ordinance has remained largely intact. The periodic amendments made to account for changing conditions and emerging uses or issues have occurred in a piecemeal manner. This approach has affected consistency and clarity within the regulations and has given rise to the need for numerous explanatory interpretations.

The absence of more substantial updates to the Zoning Ordinance has also hindered issues ranging from the day-to-day administration of the ordinance to advancing the more progressive approaches to development that have been outlined in the City's plans and policies. The land use recommendations in the adopted City of Fairfax Comprehensive Plan (2012) and the draft Fairfax Boulevard Master Plan (2007) have been required to be implemented through complex negotiations and approvals instead of through the simplified and straightforward mechanisms suggested in those documents. While this can make the development process for major projects more difficult, of equal importance is the inability to streamline the development process for more routine projects caused by limitations in the Zoning Ordinance.

1.3 Reference Documents

- City of Fairfax Zoning Ordinance (Chapter 110) and Subdivision Ordinance (Chapter 86)

(<http://library.municode.com/index.aspx?clientId=10127&stateId=46&stateName=Virginia>)

- City of Fairfax Zoning Map (<http://www.fairfaxva.gov/Zoning/images/zoningmap.pdf>)
- City of Fairfax Comprehensive Plan (<http://www.fairfaxva.gov/CompPlan/CompPlan.asp>)
- Fairfax Boulevard Master Plan (<http://www.fairfaxva.gov/Boulevard/FBMP.asp>)
- Old Town Fairfax Historic and Transition Districts Design Guidelines (<http://www.fairfaxva.gov/Planning/OldTownDesignGuidelines.pdf>)
- City of Fairfax Community Appearance Plan (<http://www.fairfaxva.gov/Planning/CommunityAppearancePlan.pdf>)
- City of Fairfax Public Facilities Manual (<http://www.fairfaxva.gov/PublicWorks/PFM.asp>)

2.0 Requirements

2.1 Scope of Work

The following tasks shall be completed by the Consultant to prepare the comprehensive rewrite of the City of Fairfax Zoning Ordinance. A project manager shall be assigned by the City to serve as the primary point of contact for the Consultant.

2.11 Project Orientation

At the outset of the Project, the Consultant shall meet with City staff for a project orientation meeting and tour in order to provide an understanding of project goals and the project schedule and timeline, specific issues, City policies, and opportunities and/or problems relating to growth and development within the City. The Consultant shall be responsible for reviewing and understanding the City's Comprehensive Plan, other City plans and policies as identified by the City, including those cited as reference documents in Section 1.3 of this Request for Proposal, and all relevant and applicable local, state and federal laws.

Deliverables:

1. The Consultant shall be responsible in consultation with the City's project manager for arranging and facilitating a project orientation meeting and tour with City staff. The Consultant shall be responsible for preparing meeting minutes.

2. The Consultant shall proceed with the Project as confirmed by the City in the approved meeting minutes.

2.12 Public Outreach

The Consultant shall propose a broad-based public outreach process that specifies how and when the public (including residents, business owners, the development community and other interested parties) will be engaged throughout the Project. The Consultant shall specify the methods it will use to achieve meaningful public participation in the Project, including the approach for gathering input as part of the Issue Identification process described in section 2.13 of this Request for Proposal. The Consultant shall consider multiple means of obtaining input both during and outside of identified meetings. The Consultant shall provide a description of how it will use web-based

services, social media, and other digital means of communication for public outreach and feedback.

The Consultant shall also propose its strategy for introducing the Project to the general public and others. The strategy shall be designed to foster and develop a common understanding of the Project scope.

The Consultant shall provide a public outreach timeline that identifies key points at which the public will be involved, and how that involvement will occur, how and when materials will be available and presented to the public. The Consultant shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or material necessary to engage the public. The Consultant shall provide technical capabilities for graphically communicating needed information. The Consultant shall develop and maintain a Project-specific web page and provide access via the internet to all deliverables.

Deliverables:

1. The Consultant shall provide the City with a public outreach plan for City review and approval that includes a detailed strategy and timeline for engaging the public and all stakeholders in the Project. The public outreach plan shall include the orientation strategy to introduce the Project to the public.
2. The Consultant shall implement its City-approved public outreach plan. The Consultant in consultation with the City's project manager shall be responsible for arranging and facilitating all public meetings/presentations. The Consultant shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or material necessary to engage the public.

2.13 Issue Identification

The Consultant shall describe its approach for gathering broad-based input about the existing Zoning Ordinance and map. City staff, the Mayor and City Council, City boards and commissions, the general public, the development community, and other stakeholders should be asked for their input concerning current Zoning Ordinance requirements, legislative and administrative procedures, Zoning Ordinance deficiencies, suggested changes and implementation procedures. The Consultant shall also inquire about the perceived strengths and weaknesses of the existing Comprehensive Plan as a guide in implementing a new Zoning Ordinance and map. The Consultant shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process.

Deliverables:

1. The Consultant shall implement its approach for gathering broad-based input about the current Zoning Ordinance and map. The Consultant in consultation with the City's project manager shall be responsible for arranging and facilitating all public meetings,

presentations, workshops, etc. The Consultant shall be responsible for preparing meeting minutes.

2. One original and twenty-five (25) copies of a draft and final memorandum that summarizes input the Consultant received about the existing Zoning Ordinance and map during the issue identification process.

3. Electronic (PDF) file of the draft and final Issue Identification memorandum.

2.14 Zoning Ordinance and Map Analysis

The Consultant shall complete a technical analysis and evaluation of the Zoning Ordinance and map. This analysis and evaluation shall be made against the backdrop of items noted in the Issue Identification process, applicable federal, state and local laws, the Consultant's experience with or knowledge of best practices in other communities, and the Consultant's knowledge of innovative zoning techniques, including hybrid and composite zoning provisions. The technical analysis shall include a discussion of new zoning concepts and approaches.

The technical analysis shall assess the strengths and weaknesses of the entire Zoning Ordinance, including the existing districts, development standards and general regulations, definitions, and administration and enforcement processes and procedures. The Zoning Ordinance shall be evaluated in terms of its format and structure, organization, clarity, consistency, and ease of use.

The Consultant shall provide a summary of consistencies or inconsistencies between the current Zoning Ordinance and map and the City's Comprehensive Plan and other City plans and policies to determine the appropriate regulatory frameworks for implementation. Part of this analysis shall include the review of the City's current Zoning Code map to identify areas of the City where there is a mismatch between the zoning district designation and the desired land use as recommended in the plans. Sections of the existing Zoning Ordinance not in need of rewriting should be identified.

At the time of the Zoning Ordinance and Map Analysis, the Consultant shall assess the integration of the Zoning Ordinance and Subdivision Ordinance and identify any problematic issues. The Consultant shall include these issues in the technical analysis. At the discretion of the City, the City may request that the Consultant include rewriting the Subdivision Ordinance within the Project. The scope of work for this effort is included as an optional task in Section 2.2.

The Consultant shall prepare a draft and final report of the Zoning Ordinance and Map Analysis.

Deliverables:

1. One original and twenty-five (25) copies of the draft and final Zoning Ordinance and Map Analysis report.

2. Electronic (PDF) file of the draft and final the Zoning Ordinance and Map Analysis report.

3. The Consultant shall provide a public presentation of the Zoning Ordinance and Map Analysis report. The Consultant in consultation with the City's project manager shall be responsible for arranging and facilitating the public presentation.

2.15 Annotated Outline

The Consultant shall identify and discuss new zoning concepts and approaches for potential inclusion in the draft Zoning Ordinance, with special attention given to addressing the objectives as described in Section 1.1, and the results of the Issue Identification and Zoning Ordinance Analysis tasks as described in Sections 2.13 and 2.14.

Based on this discussion, the Consultant shall prepare an annotated outline that includes a section-by-section detailed description of the proposed new Zoning Ordinance, an overview of its proposed structure and substance, a discussion of options, and a commentary explaining the rationale for the recommended approach to drafting the Zoning Ordinance. The annotated outline shall include examples of how the new Zoning Ordinance would be used to implement the recommendations of the Comprehensive Plan and other City plans and policies and how the new Zoning Ordinance would be integrated with other guidelines, regulations and ordinances.

The Consultant shall provide the City with the draft annotated outline for City review and comment. After obtaining general agreement on the contents of the draft annotated outline, the Consultant shall provide the City with a final annotated outline based on the comments received.

Deliverables:

1. One original and twenty-five (25) copies of the draft and revised, final annotated outline.

2. Electronic (PDF) file of the draft and final the Zoning Ordinance and Map Analysis report.

3. The Consultant shall provide a public presentation of the Annotated Outline. The Consultant in consultation with the City's project manager shall be responsible for arranging and facilitating the public presentation.

2.16 Discussion Draft Zoning Ordinance

The Consultant shall prepare a discussion draft Zoning Ordinance that is based on the final annotated outline. The discussion draft shall reflect the objectives as described in Section 1.1 and the Issue Identification and Zoning Ordinance Analysis tasks as described in Sections 2.13 and 2.14. After initial review and comments by City Staff, the discussion draft shall be widely distributed for review and comment. The Consultant shall propose

an approach for soliciting broad-based input about the discussion draft from the Mayor and City Council, City boards and commissions, the general public, the development community, and other stakeholders. The Consultant in consultation with the City's project manager shall be responsible for arranging and facilitating all public meetings.

The discussion draft should be presented in distinct sections that will permit easy review. At the Consultant's option, these may be grouped into the following: (a) definitions; (b) general provisions; (c) zoning district regulations; (d) special development standards applicable to one or more uses or districts; and (e) administration and enforcement. The Consultant may present an alternative approach to presenting the discussion draft for review and comment, such as that which would be consistent with hybrid or composite zoning. The discussion draft shall include extensive use of graphics and illustrations, tables, flow charts, matrices and other methods for facilitating easy use and understanding of the Zoning Ordinance.

The proposal shall include the projected number of meetings / presentations / workshops, etc. the Consultant will conduct in order to gather input and complete reviews and revisions of the discussion draft. These meetings / presentations, etc. are anticipated to solicit input on the discussion draft and not part of the public hearing review and adoption process.

The Consultant shall describe its approach to conducting the discussion draft evaluation, testing and revision process. It is expected that the discussion draft will have multiple rounds of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant is expected to test the discussion draft to identify effectiveness, appropriateness, practical problems, and other inadvertent impacts. At this stage in the Project it is not expected that the Consultant will prepare a zoning map, but the Consultant shall provide a working map that shows how the Zoning Ordinance will be mapped for representative sub-areas of the City.

Deliverables:

1. One original and twenty-five (25) copies of the Discussion Draft Zoning Ordinance.
2. Electronic (PDF) file of the Discussion Draft Zoning Ordinance.
3. Electronic file (ESRI-compatible format) of the Discussion Draft Zoning Ordinance working map as it applies to representative sub-areas of the City.
4. The Consultant shall work with the City to evaluate, test and revise the Discussion Draft Zoning Ordinance and the working map.
5. Meetings / presentations, etc. as detailed in the proposal to review the Discussion Draft Zoning Ordinance. The Consultant, in consultation with the City's project manager, shall be responsible for arranging and facilitating all meetings/presentations. The Consultant shall be responsible for preparing meeting minutes.

6. The Consultant shall implement its approach to soliciting input from the general public and other Zoning Ordinance users about the Discussion Draft Zoning Ordinance.
7. The Consultant shall modify the Discussion Draft Zoning Ordinance and working map as needed.
8. One original and (25) copies of revised Discussion Draft Zoning Ordinance.
9. Electronic (PDF) file of revised Discussion Draft Zoning Ordinance.
10. Electronic (ESRI-compatible format) file of revised Discussion Draft Zoning Ordinance working map as it applies to representative sub-areas of the City.

2.17 Discussion Draft Zoning Map

The Consultant shall prepare a Discussion Draft Zoning Map that applies the proposed zoning districts citywide. The map shall build on the working map prepared in Section 2.16. The Consultant shall provide a draft citywide map that shows where the proposed zoning districts are recommended.

After initial review and comment by City staff, the Discussion Draft Zoning Map shall be widely distributed for review and comment. The Consultant shall propose an approach for soliciting broad-based input about the discussion draft map from the Mayor and City Council, City boards and commissions, the general public, the development community, and other stakeholders. The Consultant, in consultation with the City's project manager, shall be responsible for arranging and facilitating all public meetings.

The proposal shall include the projected number of meetings / presentations / workshops, etc. the Consultant will conduct in order to gather input and complete reviews and revisions of the discussion draft map. These meetings / presentations, etc. are anticipated to solicit input on the discussion draft map and not part of the public hearing review and adoption process.

The Consultant shall describe its approach to conducting the discussion draft map evaluation, testing and revision process. It is expected that the discussion draft map will have multiple rounds of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant is expected to test the discussion draft map to identify effectiveness, appropriateness practical problems, and other inadvertent impacts.

Deliverables:

1. Electronic file (ESRI-compatible format) of the Discussion Draft Zoning Map.
2. The Consultant shall work with the City to evaluate, test and revise the Discussion Draft Zoning Map.

3. Meetings / presentations, etc. as detailed in the proposal to review the Discussion Draft Zoning Map. The Consultant, in consultation with the City's project manager, shall be responsible for arranging and facilitating all meetings/presentations. The Consultant shall be responsible for preparing meeting minutes.

4. The Consultant shall implement its approach to soliciting input from the general public and other Zoning Ordinance users about the Discussion Draft Zoning Map.

5. The Consultant shall modify the Discussion Draft Zoning Map.

6. Electronic file (ESRI-compatible format) of the revised Discussion Draft Zoning Map.

2.18 Public Hearing Draft Zoning Ordinance and Map

The Consultant shall prepare a Public Hearing Draft Zoning Ordinance and Map that is based on the discussion draft and map prepared in Sections 2.16 and 2.17. In addition, the Consultant shall prepare an executive summary explaining the public hearing draft and map and changes from the discussion draft and map, including the rationale for such changes. After initial review and comment by City staff, the public hearing draft and map and the executive summary shall be widely distributed for review and comment.

The Consultant shall present the Public Hearing Draft Zoning Ordinance and Map at public hearings of the Planning Commission and City Council. The Consultant shall explain its contents, respond to questions and revise the public hearing draft and map as directed. It is expected that the public hearing draft and map will have multiple rounds of drafting, circulation, testing, revisions and recirculation before they are adopted by the City Council.

Deliverables:

1. One original and twenty-five (25) copies of the Public Hearing Draft Zoning Ordinance.
2. One original and twenty-five (25) copies of the Public Hearing Draft Zoning Ordinance executive summary.
3. Electronic (PDF) file of the Public Hearing Draft Zoning Ordinance and executive summary.
4. Electronic (ESRI-compatible format) file of the Public Hearing Draft Map.
5. Consultant to present at Planning Commission and City Council public hearings. The City's project manager shall be responsible for arranging the public hearings.
6. One original and twenty-five (25) copies of the revised Public Hearing Zoning Ordinance.
7. Electronic (PDF) file of the revised Public Hearing Zoning Ordinance.

8. Electronic (ESRI-compatible format) file of the revised Public Hearing Map.

2.19 Adopted Zoning Ordinance and Map Implementation

The Consultant shall propose a strategy for implementation of the Adopted Zoning Ordinance and Map including training for staff, the development community, and the public on using the adopted ordinance and map. The Consultant shall provide technical assistance in the form of handout materials (such as simplified brochures) and presentations to explain the adopted ordinance and map. The Consultant shall provide a final copy of the adopted ordinance and map in hard copy, modifiable electronic, and fixed electronic formats.

Deliverables:

1. The Consultant shall provide the City with an implementation strategy for the Adopted Zoning Ordinance and Map for City review and approval.
2. The Consultant shall implement its City-approved implementation strategy. The Consultant in consultation with the City's project manager shall be responsible for arranging and facilitating all public meetings/presentations. The Consultant shall be responsible for producing any needed presentation aids, graphics or other materials.
3. A reproducible hard copy of the Adopted Zoning Ordinance.
4. Electronic (Microsoft Word and PDF) files of the Adopted Zoning Ordinance.
5. Electronic (ESRI-compatible format) file of the Adopted Zoning Map.

2.2 Optional Task

At the discretion of the City following the recommendations provided by the Consultant in Section 2.14, the Consultant shall prepare a comprehensive rewrite of the City of Fairfax Subdivision Ordinance. The work program shall be conducted as a part of the Project and shall follow the same timeline, processes and procedures as described for the Zoning Ordinance in Sections 2.15, 2.16, 2.18, and 2.19. The Consultant shall ensure that the Subdivision Ordinance is integrated with other City guidelines, regulations and ordinances and complies with all applicable federal, state and local laws.

Deliverables:

1. The Consultant shall integrate the comprehensive rewrite of the City of Fairfax Subdivision Ordinance into the Project in such a manner as to provide the same deliverables for the Subdivision Ordinance as shall be provided for the Zoning Ordinance in Sections 2.15, 2.16, 2.18, and 2.19.

2.3 Proposed Project Schedule

The City expects to conduct the Project over a period of no longer than 18 months. The Consultant shall submit a schedule to complete the Project within that time period. The project schedule shall address the proposed scope of work and include an approximate timeline for completing each of the individual tasks described in the scope of work. Any additional tasks or other changes to the scope of work recommended by the Consultant shall be indicated in the project schedule.

2.4 Information and Services Provided by the City

The City will provide at no cost to the Consultant certain information and services to assist in the completion of the Project. Such information and services may include, but are not limited to the following:

- Critical summary and other background documentation on the current Zoning Ordinance
- Geographic Information Systems (GIS): Maps and data sets in an ESRI-compatible format
- Development Policy Documentation: Plans, regulations, and land use data
- Project manager to serve as the primary point of contact for the Consultant and to assist in arranging and facilitating meetings/presentations as outlined in the Scope of Work
- Feedback on deliverables in accordance with the Scope of Work and the project schedule

3.0 Selection Process

The City will appoint a selection committee to review all proposals in accordance with the Qualifications and select one or more teams for in-person interviews. When the selection committee agrees on a respondent team whose qualifications best meet the City's needs, the City's representative will negotiate a contract with the selected team. The contract will require the approval of City Council.

3.1 Qualifications

Selection of the Consultant for the City of Fairfax Comprehensive Zoning Ordinance Rewrite will be based upon a review of each respondent's submittal of materials demonstrating their qualifications in the following areas:

- a. The experience of the Consultant in writing, rewriting and implementing zoning and subdivision ordinances for jurisdictions of a size similar to the City of Fairfax;
- b. The experience of the Consultant in evaluating complex zoning issues, such as nonconforming properties, redevelopment and infill development, signage, and others, and developing creative solutions to effectively and efficiently address those issues;
- c. The experience of the Consultant in successfully implementing innovative zoning techniques, such as hybrid or composite zoning provisions and others;
- d. Demonstrated ability to solicit and incorporate input from the public, as well as the other identified stakeholders, through traditional outreach techniques and through the use of technology;
- e. Demonstrated ability to prepare graphics and illustrations that diagram zoning standards and to prepare high quality digital maps;
- f. The ability to perform the work specified in the Request for Proposal;
- g. Qualifications of key staff assigned to the project;

- h. Overall capability of the firm and ability to commit the necessary resources to complete the contract tasks in the time allocated;
- i. Quality and applicability of previously completed projects that included a similar scope of services, and recommendations from clients for whom the projects were completed; and
- j. Estimated price of services.

4.0 Submittal Requirements

Respondents should submit the following within its Statement of Qualifications:

*****PLEASE NOTE: Pricing Form and detailed fee proposal should be submitted in a separate sealed envelope from your submitted proposal package*****

- a. A Letter of Submission shall include the name of the Consultant, team or lead firm submitting qualifications, the type of business entity (corporation, partnership, etc.), state where that entity was organized, and evidence of legal qualification to do business in Virginia.
- b. If the team members are from more than one firm, the business relationship that ties each together for purposes of the Analysis.
- c. The name of the contact person authorized to represent the Consultant.
- d. Background on the firm and its experience in responding to similar scope of services.
- e. A narrative that presents the services the firm would provide detailing the approach, methodology, and deliverables.
- f. A summary of similar analyses completed by the team or individual members of the team.
- g. Individual resumes with office locations for the assigned staff and identification of role in the requested scope of work, including subcontractors.
- h. References from at least three (3) key projects offered to demonstrate successful experience, including description of work performed, name, title, agency or firm, address, telephone number and e-mail address of client.
- i. Description of the portion of project to be subcontracted, if applicable. Provide a response that defines the methods and means by which the proposing firm will perform the services outlined in the RFP.
- j. A project schedule including an approximate timeline for completing each of the individual tasks and preparing the deliverables described in the scope of work.
- k. Signature on the attached Statement of Disclaimer indicating no conflict of interest.
- l. Pricing form and an attachment with a detailed fee proposal that outlines the individual tasks (and optional task) within the scope of work, the value of work assigned to subcontractors, and hourly rates and number of hours by task assigned to individual members of the team.

5.0 Period of Performance

The effort described herein will have a period of performance of no longer than 18 months from date of award. A contract award is anticipated by the City Council in October of 2013.

5.1 Preliminary Contract Schedule

The following tentative schedule is anticipated for selection, contract negotiations, and contract award:

Issue RFP	July 31, 2013
Pre-Proposal Conference	August 21, 2013
Proposals Due	September 10, 2013
Evaluation of Proposals	September 18, 2013
Consultant Interviews/Final Selection	September 26, 2013 - September 27, 2013
Review/Selection/Negotiation	September 30, 2013 – October 11, 2013
Contract approved by City Council (anticipated)	October 22, 2013
Contract Award (anticipated)	October 23, 2013

5.2 Pre-Proposal Conference

A pre-proposal conference will be held on August 21, 2013 at 11:00 a.m. in Room 207 of City Hall (Annex Building) to answer questions concerning the Request for Proposal. Those with questions can also call into the conference at 703-273-6339 at the specified time. Confirmation of the location and telephone number will be posted 24 hours prior to the conference at <http://www.fairfaxva.gov/Business/Procurement/Bids.asp>.

6.0 Submission Procedure

Offerors must deliver five (5) copies of the completed Statement of Qualifications and one (1) copy of the Pricing Form (both delivered in separate sealed envelopes) no later than **4:00 p.m. on September 10, 2013** to:

*****PLEASE NOTE: The copies of Statement of Qualifications must be five (5) hard copies and five (5) CDs and/or USB thumb drives*****

City of Fairfax (City Hall Annex Building)
10455 Armstrong Street
Community Development & Planning Department, Room 207
Fairfax, Virginia 22030
Attn: Brooke Hardin, Planning Division Chief

7.0 Award and Contract for Services

The City's representative will guide the selected team in its preparation of a contract for services. The Consultant will establish a fee for the services proposed, and the City's representative will determine the acceptability of the contract after consulting with the City Attorney. Once an acceptable contract is negotiated, the City's representative will recommend the contract to the City Council for approval.

*****Based on the results of the interview, the City will identify the highest rated offeror and begin to negotiate a cost for the work anticipated. If the City is not able to reach an acceptable cost with the chosen offeror, the City will begin negotiation with the second-highest rated offeror and so forth until an agreement is reached between both parties.***

****Once the City has an acceptable cost from a highly rated offeror, the proposal and cost/pricing contract will be presented to City Council for award/contract approval.**

The City reserves the right to reject all proposals, re-advertise the RFP, and negotiate with the first offeror to submit an acceptable Statement of Qualifications after rejecting all initial offerors.

REQUEST FOR PROPOSAL "PRICING FORM"

City of Fairfax (City Hall Annex Building)
10455 Armstrong Street
Community Development & Planning, Room 207
Fairfax, VA 22030

PROPOSAL NO.: 14004

PROPOSAL OPENING: September 10, 2013 at 4:00PM

Sir or Madam:

The attached specifications/instructions and the General Terms and Conditions have been carefully read and this proposal is submitted to all requirements stated therein. Any exceptions to the specifications/instructions are noted on the reverse side or bottom of this form.

Comprehensive Zoning Ordinance Rewrite

COST: _____

OFFEROR _____

ADDRESS _____

TELEPHONE _____

PROPOSAL SUBMITTED BY _____

(SIGNATURE) _____ DATE _____

COMPLETE AND RETURN ONE (1) COPY OF THIS FORM (IN A SEPARATE SEALED ENVELOPE FROM THE RFP SUBMITTAL PACKAGE)

STATEMENT OF DISCLAIMER

This is to certify that no employee, official or elected officer of the City has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services, as referenced above.

It is agreed that this Bid shall be binding for a period of sixty (60) days from the date fixed for the Bid Opening, unless extended by mutual consent of both parties.

(Name of partnership or corporation or signature of individual making Bid)

(Signature of person authorized to make Bid - firm or corporation)

Date _____

(Name of Bidder)

By _____
(Signature)

Title _____

Address _____

Where Bidder is a corporation, add:

Attest: _____
Witness

Date: _____

State of _____

County of _____ To-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such will expire on the ____ day of ____, 20____, do hereby certify that _____ whose name(s) is (are) signed to the foregoing Statement bearing date of _____, 20____, this day personally appeared before me in the County and State aforesaid and acknowledged the same before me GIVEN under my hand and seal this ____ day of ____, 20____,

Notary Public

(SEAL)

General Terms and Conditions *(some items may be repeated from above)*

The City of Fairfax reserves the right to reject any and/or all proposals/bids received as a result of this RFP/IFB. If a proposal is selected, it will be the most advantageous regarding quality of service, qualifications and capabilities of the service providers, speed and availability of delivery of the work product, and other factors considered important to the City.

Proposals must be signed by an official authorized to bind the contractor to its provisions for a period of at least 90 days. Failure of an otherwise successful proposal to accept the obligations of the contract will result in cancellation of any award anticipated.

Should it become necessary to revise any part of the RFP, addenda will be provided, and deadlines may or may not be extended.

Proposals should demonstrate the consultants' professional capabilities, provide past project experience, and outline in detailed form the scope of work anticipated.

I.1 Submission of Bids

A. When proposals are mailed in, not identified as specified, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. The City reserves the right to declare such a proposal as non-responsive.

B. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections may be made. Corrections must be initialed and dated in ink by the person signing the proposal.

C. In case of an error in price extension, the firm fixed unit price shall govern.

I.2 Late Bids

Late bids will be returned to the offeror UNOPENED if the offeror's return address is shown.

I.3 F.O.B. Destination

Quotations to be F.O.B. destination. If otherwise, show exact cost to deliver. Proposal unit price on quantity specified, extend and show total.

I.4 Firm Pricing for City Acceptance

Proposal price must be firm for City acceptance for sixty (60) days from the proposal opening date.

I.5 Authority to Bind Firm in Contract

Proposals must give full firm name and address of the offeror. Failure to manually sign the proposal may disqualify it from being considered. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

I.6 Withdrawal of Proposals

An offeror may withdraw his proposal from consideration if the proposal price is substantially lower than the other offers due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity or of work, labor, or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The offeror must give notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure. Any claim of an offeror for withdrawal shall be governed by section 2.2-4365 Code of Virginia, as amended, which is incorporated herein by reference.

I.7 Exemption from Taxes

The City of Fairfax is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate is available upon request.

I.8 Samples

Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen days from date of proposal opening, same will be disposed of to the best interest of the City.

I.9 Delivery

A. Time of delivery or performance of services is a part of the consideration and must be stated in definite terms in the space provided on the bid form.

B. The right is reserved to purchase in the open market and charge any difference to the vendor in the event delivery or completion is not made at agreed specified time, unless written extension has been previously granted by the purchasing agent.

I.10 Rights of City

A. The City reserves the right to reject any or all proposals/quotations, to accept any items thereon, to waive technicalities or informalities, and to make the award to the most responsible offeror after final negotiations have been reached.

B. When more than one proposal is offered by any one firm or agent, by or in the name of his clerk, partner, or other agent or representative, the City reserves the right to reject all such proposals.

I.11 Employment Discrimination by Contractors Prohibited

In every contract over \$10,000 the provisions in A. through E. below apply:

A. During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color,

sex or national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. A faith-based organization contracting with the city (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by Code of Virginia Sec. 2.2-4343.1 on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with the city to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the city. Nothing in clause (ii) shall be construed to supercede or otherwise override any other applicable state law.

B. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

D. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon such subcontractor or vendor.

I.12 License Requirement

All firms doing business in the City of Fairfax are required to be licensed in accordance with the City's Business Professional, and Occupational Licensing (BPOL) Tax Ordinance. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of the Revenue, 703-385-7884.

I.13 Payment of Taxes

All offerors located or owning property in the City of Fairfax shall assure that all real and personal property taxes are paid prior to submitting a bid. The City will verify payment of all real and personal property taxes by the successful offeror prior to the award of any contract.

I.14 Insurance

A. When noted "**REQUIRED**" on the front page of this Request for Proposal, within 15 calendar days from notification of contract award, the contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically workers' compensation insurance in accordance with the laws of the State of Virginia, public liability and property damage. All premiums and cost shall be paid by the contractor. The contractor further certifies that these insurance coverages will be provided during the entire term of the contract,

with 30 days notice of cancellation, renewal or any other change in coverage including non-renewal.

B. Insurance Coverage and Limits Required

Minimum limits of coverage for contractors and subcontractors, if used, prior to the start of work under the contract:

- Workers' Compensation - Standard Virginia Workers' Compensation Policy
- Broad Form Comprehensive General Liability - \$10,000,000 per occurrence combined single limit for bodily injury and property damage coverage to include:
 - Premises - Operations;
 - Products/Completed Operations
 - Contractual; Independent
 - Contractors; Owners and Contractor
 - Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)
- Automobile Liability - \$2,000,000 Combined Single Limit

The City of Fairfax, its officials, employees, agents and representatives shall be named as additional insured's.

I.15 Hold Harmless Clause

The contractor agrees to indemnify, defend and hold the City of Fairfax, its officials, employees, agents and representatives harmless from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The contractor agrees that this clause shall include claims involving infringement of patent or copyright.

I.16 Method of Payment

Upon receipt of invoice and upon final inspection and acceptance, the City will render payment within thirty (30) days. Invoices shall be submitted to:

City of Fairfax
Accounts Payable
10455 Armstrong Street
Fairfax, Virginia 22030

Or electronically at: AccountsPayable@fairfaxva.gov

****PLEASE NOTE: The City may pay some or all invoices via City Purchase Cards/p-cards (MasterCard)****

I.17 Requirements of Bonds

A. BID BOND - When noted "**REQUIRED**" on the front page of this Request for Proposal, a certified check or bid bond in the amount of 5 percent of the total proposal shall accompany the proposal.

When noted "**REQUIRED**" on the front page of this Request for Proposal, within fifteen (15) days from notification of contract award (in excess of \$50,000) the successful offeror shall furnish the following:

B. PERFORMANCE BOND in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract, and

C. PAYMENT BOND in the sum of the contract amount conditioned upon the prompt payment for all labor, materials, public utility services and rental of equipment used in the prosecution of the work for the contract.

The bonds shall be made on official forms furnished by the surety company, executed by the contractor and a surety company authorized to do business in Virginia in accordance with the laws of Virginia and the rules and regulations of the State Corporation Commission. The bonds shall include authorized signatures and titles in order to be considered properly executed.

In lieu of payment or performance bonds, the contractor may furnish a certified check or cash escrow in the face amount required for each of the bonds that will be held for the full statutory period as applicable for each bond.

I.18 Statement of Disclaimer

The Statement of Disclaimer (Page 11) must be executed and returned with the proposal.

I.19 Ethics in Public Contracting

The offeror expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied, with any other offeror or offerors.

I.20 Clarification of Terms

Failure to observe the above General Contract Terms and Conditions will constitute grounds for rejection of your proposal. Verify your quotation before submission as it can only be withdrawn or corrected after opening under circumstances described above under "**Withdrawal of Proposals**". Any questions about the specifications or other solicitation documents should be directed to the City Agent whose name appears on the face of this Request for Proposal no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the purchasing office and posted on the City website.

I.21 No Bid Status

If you do not quote, return the Request for Proposal form marked "**NO BID**" and state the reason. Otherwise, your name may be removed from our bidder's list.

I.22 Use of Brand Name or Equal

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the City of Fairfax, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs, and technical details to enable the City of Fairfax to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

I.23 Condition of Items

All items quoted shall be new, in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.

I.24 Substitutions

No substitutions or cancellations are permitted without prior written approval by the City Agent.

I.25 Anti-Trust

By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the City of Fairfax all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Fairfax under said contract.

I.26 Contract Documents

The contract entered into by the parties shall consist of the Invitation for Bid/Request for Proposal, the signed bid/proposal submitted by the contractor, the City of Fairfax's Standard Purchase Order/Contract, and all terms and conditions, all of which shall be referred to collectively as the Contract Documents.

I.27 Hazardous Substances

A. If the items or products requested by this solicitation are "Hazardous Substances" as defined by the 3.1-250 of the Code of Virginia (1950), as amended, or .1261 of Title 15 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the

bidder/offeror does not violate any of the prohibitions of 3.1-252 of the Code of Virginia or Title 15 U.S.C. .1263.

B. Material Safety Data Sheets and descriptive literature shall be provided on all toxic or hazardous substances. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.

I.28 Class A or B Contractor

When note "**REQUIRED**" on the front page of this Request for Proposal, the offeror shall show evidence of having a license to engage as a Class A or B contractor in Virginia.

I.29 Precedence of Terms

In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

I.30 Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For this purpose, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

I.31 Cooperative Procurement (use of this contract by other public bodies)

This procurement is being conducted by the City in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a the City contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. The Metropolitan Area Council of Governments (COG) rider clause is attached at the end of this document.